



INVITATION TO BID

NAME OF COMPANY SUBMITTING BID _____

SECTION I - GENERAL INFORMATION AND OFFER/ACCEPTANCE

The enclosed **INVITATION TO BID** (ITB) and accompanying specifications and bid forms are for your convenience in bidding the enclosed referenced products and/or services. Bidders are cautioned that the Longview Purchasing Division *is the sole point of contact* for the City of Longview (the City) during this process. Any oral statement by any representative of the City, modifying or changing any conditions of this ITB, is an expression of opinion only and confers no right upon the bidder. If additional information is needed to interpret the specifications, **written** questions will be accepted by:

City of Longview - Purchasing Division
PO Box 1952 – 300 W. Cotton (zip
Longview, TX 75606

PHONE (903) 237-1324
FAX (903) 291-5323

jlatch@longviewtexas.gov or kroddgers@longviewtexas.gov

Sealed bids will be received no later than: 2:00 P.M., JULY 13, 2016

MARK ENVELOPE:

BID NO. 1516-18, AUTOMOTIVE PARTS & SUPPLIES

RETURN BID TO:

CITY OF LONGVIEW PURCHASING OFFICE

PO BOX 1952 – 300 W. COTTON (ZIP 75601)

LONGVIEW, TEXAS 75606

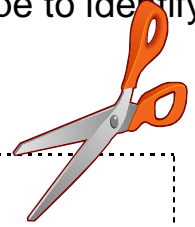
THE CITY OF LONGVIEW appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for award, and shall be considered void. Opening is scheduled in Purchasing Offices at 300 W. Cotton, Longview, and Texas. You are invited to attend.

Award will be made approximately two weeks after the bid opening date. The City reserves the right to award contracts on an individual item or lump sum basis, whichever is the best interest of the City. To obtain results please contact the Purchasing Manager at the address above or phone (903) 237-1324.

Return all pages of your bid. Bidders shall sign and date pages with signature lines. Incomplete bids or bids which are not signed and dated as stated may be rejected.

INVITATION TO BID

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid.



SEALED BID • DO NOT OPEN

AUTOMOTIVE PARTS & SUPPLIES

BID No. 1516-18

BID OPENING: JULY 13, 2016 @ 2:00 P.M. CST

For Information Contact:

Jaye Latch
(903) 237-1324
jlatch@longviewtexas.gov

Company Name: _____

Contact Name: _____

Telephone Number: _____

Bids must be addressed to:

Jaye Latch
Purchasing Manager
PO Box 1952
Longview, TX 75606
or

Jaye Latch
Purchasing Manager
300 W Cotton St
Longview, TX 75601

SECTION II - INSTRUCTIONS AND GENERAL TERMS

By order of the City Manager of LONGVIEW, TEXAS, sealed bids will be received for:

Automotive Parts and Supplies

2.00 THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE for a contract for the services specified. The term of this contract will be one (1) year or until satisfactory completion of all of the services specified. City of Longview reserves the right to extend this contract for four (4) additional one-year periods as it deems to be in the best interest of the City. City reserves the right to purchase additional units of the types of services specified, provided pricing, terms and conditions remain the same.

2.01 IT IS UNDERSTOOD that the City of Longview, Texas (City) reserves the right to reject any or all bids for any or all services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it deems in the best interests of the City of Longview.

2.02 BIDS MUST BE submitted on the pricing forms included for that purpose in this packet. Bids shall be placed in a sealed envelope and appropriately signed by a person having the authority to bind the firm in a contract. The bid number and title shall be marked clearly on the outside as shown below. Elaborate binding or binders are discouraged. ***FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.***

2.03 SUBMISSION OF BIDS: The City of Longview requests one original and one copy of your bid. Include all pages of this document in submitting your bid. Sealed bids shall be submitted to:

CITY OF LONGVIEW PURCHASING OFFICE
PO BOX 1952 – 300 W. COTTON (ZIP 75601)
LONGVIEW, TX 75606

2.04 LATE BIDS: ALL BIDS MUST BE RECEIVED IN THE CITY OF LONGVIEW PURCHASING OFFICES BEFORE BID OPENING DATE AND TIME. Bids received in the City Purchasing Office after the submission deadline will be considered void and unacceptable. The City of Longview is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office will be the official time of receipt.

2.05 FUNDING: Funds for payment have been provided through the City of Longview budget approved by the Longview City Council for this each year only. Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Any anticipated orders or other obligations that may arise past the end of the current City of Longview fiscal year will be subject to budget approval.

2.06 ALTERING BIDS: Bids cannot be altered or amended after the submission deadline. Any interlineation, alteration, or erasure made before opening must be initialed by the signer of the bid.

2.07 WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of the city for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of a bid. For the purpose of proper bid evaluation and approval, all prices, costs and conditions shall remain firm and valid for a ninety (90) day period, commencing on the day of the bid opening. Upon award of contract all prices shall be firm and valid for the duration of the contract.

2.08 SALES TAX: The City of Longview is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Bidders shall be responsible to report and pay all applicable taxes, if any, promptly.

2.09 BID AWARD: The City of Longview will review all bids for responsiveness and compliance with these specifications. Bids are awarded either to the responsive, responsible bidder who submits the lowest and best bid based on the specifications published herein or to the responsive bidder who provides goods or services at the best value for the municipality. In selecting the bidder to whom the contract will be awarded, the City also reserves the right to consider the location of the bidder's principal place of business as provided by section 271.905 or section 271.9051 (as applicable) of the Texas Local Government Code. City of Longview may negotiate additional work as deemed appropriate and consistent with state law and with the intent and terms of the resulting contract.

2.10 CONTRACT: This bid, when properly accepted the City of Longview, shall become a contract equally binding between the successful bidder and City of Longview. No different or additional terms will become a part of this contract with the exception of Change Orders.

2.11 CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Longview Purchasing Agent.

2.12 IF DURING THE life of the contract, the successful bidder's net prices to other customers for services provided hereunder are reduced below the contracted price, it is understood and agreed that the benefits of price reduction shall be extended to the City of Longview.

2.13 A PRICE adjustment may be considered by the City of Longview only at the anniversary date of the contract and shall be substantiated in writing (e.g., Wage/Labor rates, Consumer Price Index, etc.). The City of Longview reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the city.

2.14 DELIVERY: All delivery and freight charges (FOB City of Longview) are to be included in the bid price.

2.15 CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171. City of Longview Charter prohibits Council members and other officers and employees of the City of Longview from taking any direct or indirect interest in the profits or emoluments of any contract, job, work, or service for the City of Longview.

2.16 ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Longview.

2.17 EXCEPTIONS/SUBSTITUTIONS: Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Longview reserves the right to accept any and all or none of the exception(s)/ substitution(s) deemed to be in the best interest of the city.

2.18 DESCRIPTIONS: Any reference to model and/or make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

2.19 ADDENDA: Any interpretations, corrections or changes to this specification will be made by addenda. Sole issuing authority of addenda shall be vested in City of Longview Purchasing Agent. Addenda can be found on the City of Longview website www.LongviewTexas.gov/Bids. Addenda can also be obtained by calling City of Longview Purchasing office at 903-237-1324 or 903-237-1322. It is the responsibility of the bidder to obtain a copy of all addenda pertaining to this ITB.

2.20 BID MUST COMPLY with all federal, state, city and local laws concerning types of products specified.

2.21 DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

2.22 MINIMUM STANDARDS FOR RESPONSIBLE BIDDERS: A prospective bidder must affirmatively demonstrate responsibility and must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain resources required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

City of Longview may request clarification or other information sufficient to determine bidder's ability to meet these minimum standards listed above. Failure to respond to such requests shall be cause for removal from consideration.

2.23 REFERENCES: The City of Longview requests bidders to supply a list of three (3) references where like services or products have been supplied by their firm. Include names of firms, addresses, telephone numbers and names.

2.24 BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide information specifically requested may result in rejection of your bid.

2.25 INDEMNIFICATION: The contractor agrees and shall indemnify and hold harmless City, its officers, agents, employees, and elected officials from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all, but not limited to, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or damage to any property, arising out of or in connection with the acts and/or omissions of contractor under this contract.

2.26 WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to City of Longview, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees and all such employees shall be paid wages and benefits required by Federal and/or State Law.

2.27 TERMINATION OF CONTRACT: This contract shall remain in effect until the contract expires, until acceptance of performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. The City of Longview reserves the right to award canceled contracts to the next lowest and best bidder or to the remaining responsive bidder who provides the services at the best value for the municipality, as the City deems to be in the best interest of the City. City reserves the right to hold original contractor responsible for any resultant increase in cost.

2.28 TERMINATION FOR DEFAULT: The City of Longview reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City of Longview reserves the right to terminate the contract immediately in the event successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the city to exercise any or all rights. The city of Longview may exercise any right or pursue any remedy available at law or in equity for breach of this contract. The exercise of any right or pursuit of any remedy by the City for breach of this contract shall not prevent the City from exercising any other right or pursuing any other remedy available under this contract, under law, or in equity.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, City of Longview shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the city within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate. Bidder, in submitting this bid, agrees that City of Longview shall not be liable to prosecution for damages in the event that the City of Longview declares the bidder in default.

2.29 NOTICE: Any notice provided by this bid (or required by Law at the address so provided) to be given to the successful bidder by the City of Longview shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Longview, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this, shall not prevent the giving of actual notice in any other manner.

2.30 CONTRACT ADMINISTRATOR: Under this contract, the City of Longview may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and service performance. The contract administrator will serve as liaison between the City of Longview Purchasing Department and the successful bidder.

2.31 PURCHASE ORDER: A purchase order(s) shall be generated by the City of Longview to the successful bidder. The purchase order number must

appear on all itemized invoices. The City of Longview will not be held responsible for any orders placed/delivered without a valid current purchase order number.

2.32 EACH INVOICE shall be number and show (1) name and address of the successful bidder, (2) name and address of receiving department and/or delivery location, (3) City of Longview Purchase Order number, and (4) descriptive information as to the services delivered.

2.33 PAYMENT will be made upon receipt and acceptance by the city of the item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Texas Government Code Chapter 2251. The City's standard payment terms are net 30, i.e. payment is due in 30 days.

2.34 ITEMS, if any, supplied under this contract shall be subject to the City of Longview's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date, at no expense to the city. If the item(s) is not picked up within one (1) week after notification, the item(s) may be removed at the owner's expense at the discretion of the City.

2.35. SERVICES: Supplied under this contract shall be subject to the City of Longview's approval. Services found defective or not meeting specifications shall be corrected at no expense to the City.

2.36 WARRANTY: The successful bidder shall warrant that all items/services shall conform to the proposed specifications.

2.37 REMEDIES: The successful bidder and the City of Longview agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

2.38 APPLICABLE LAW AND VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Longview, Texas. Venue for actions arising under this agreement in federal courts shall lie exclusively in the Eastern District of Texas, Tyler Division, and for state courts shall lie exclusively in Gregg, County, Texas.

2.39 EQUAL EMPLOYMENT OPPORTUNITY: The successful bidder shall comply with all applicable provisions of regulations of the U.S. Department of Commerce (Part A of Sub-title 15 of the code of Federal regulations) issued pursuant to the Civil Rights act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, handicap, or national origin. The bidder shall comply with all applicable Federal, State, and local laws, rules and regulations concerning equal employment opportunity.

2.40 ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Longview.

2.41 SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. Interpretations of these specifications shall be made on the basis of this statement.

2.42 PROPRIETARY INFORMATION: The responders to any inquiry or bid request shall state any restrictions on the use of data contained in their responses. Proprietary information will be handled in accordance with applicable law, regulations and policy of this jurisdiction.

2.43 This section not used.

2.44 BEST VALUE: THE CITY WILL AWARD THE CONTRACT SOUGHT BY THIS ITB EITHER TO THE LOWEST RESPONSIBLE BIDDER OR TO THE BIDDER WHO PROVIDES GOODS OR SERVICES AT THE BEST VALUE FOR THE CITY. IN SELECTING THE BIDDER TO WHOM THE CONTRACT WILL BE AWARDED, THE CITY ALSO RESERVES THE RIGHT TO CONSIDER THE LOCATION OF THE BIDDER'S PRINCIPAL PLACE OF BUSINESS AS PROVIDED BY SECTION 271.905 AND/OR SECTION 271.9051 OF THE TEXAS LOCAL GOVERNMENT CODE.

In determining the best value for the municipality, the City of Longview may consider:

1. the purchase price;
2. the reputation of the bidder and of the bidder's goods or services;
3. the quality of the bidder's goods or services;
4. the extent to which the goods or services meet the city's needs;
5. the bidder's past relationship with the City of Longview;
6. the impact on the ability of the City of Longview to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
7. the total long-term cost to the City of Longview to acquire goods or services; and
8. any relevant criteria specifically listed in the request for bids or proposals.

2.45 NONRESIDENT BIDDERS: Texas state law requires that the City give preference to Texas resident bidders at an amount that a Texas resident bidder would be required to underbid a nonresident bidder in order to obtain a comparable contract in the state in which the nonresident's principal place of business is located. Preferences may or may not apply but will be enforced as prescribed in Texas Government Code Chapter 2252, subchapter A. Bidders must certify that they are resident or nonresident in order to meet specifications. Failure to do so on the provided response forms will disqualify that bidder. Certification is included in the Bid Affidavit to follow."

2.46 OZONE ACTION DAYS – The successful bidder shall observe and follow City Policy in regard to operating equipment and providing services on Ozone Action Days.

2.47 ANY QUESTIONS concerning the ITB shall be directed to the Purchasing Department in writing. The FAX number for written inquiry is 903 291-5323 or you may e-mail to jlatch@longviewtexas.gov or krodgers@longviewtexas.gov. Reference the section and page in question.

2.48 SUBCONTRACTING: The awarded vendor shall not subcontract without the written approval of the City. It is expressly understood and shall be agreed by both the City and vendor that the City is contracting with the successful vendor as independent contractor. No part of this contract shall be subcontracted out, without proper notification AND written consent from the City of Longview.

2.49 INCLEMENT WEATHER: In case of inclement weather or any other unforeseen event causing the City to close for business on the date a bid/proposal submission deadline, the bid closing will automatically be postponed until the next business day the City is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the City may issue an addendum to all known vendors interested

in the project to extend the deadline. It will be the responsibility of the vendor to notify the City of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The City reserves the right to make the final judgment call to extend any deadline.

2.50 STORM WATER MANAGEMENT: Contractor shall implement best management practices (BMPs) to prevent stormwater pollution to the maximum extent practicable in accordance with the City of Longview's Stormwater Management Program. These BMP's include at a minimum:

- Performing regular inspections and maintenance on vehicles and equipment to prevent fluid leaks.
- Implement standard operating procedures (SOPs) for spill prevention and cleanup that include at a minimum the following:
 - (1) arrival of the responsible person or response personnel hired by the responsible person at the site of the discharge or spill;
 - (2) initiating efforts to stop the discharge or spill; including maintaining onsite spill kits
 - (3) minimizing the impact to the public health and the environment;
 - (4) neutralizing the effects of the incident;
 - (5) removing the discharged or spilled substances; and
 - (6) managing the wastes.
- Training and equipping all employees who are present on City property in appropriate actions in accordance with the SOP.
- Provide upon request records of onsite inspections and BMP's.

2.51 Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

The Filing Process:

1. Prior to award by City Council, your firm will be required to log in to the Texas Ethics Commission, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." Your firm must print, sign and notarize Form 1295.
3. **Within seven (7) business days** from notification of pending award by the City of Longview Purchasing Department, the completed Form 1295 **must** be submitted to City of Longview.
4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modification and/or amendments to a City of Longview contract.

Instructions and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800.

BY SUBMITTING A BID YOUR FIRM AGREES TO ADHERE TO HB 1295 REFERENCED ABOVE

Please Note: No action required until notification of potential award by the City of Longview Purchasing Department.

SECTION III - SPECIAL PROVISIONS

3.00 BID SECURITY: A bid security is not required.

3.01 SUPPORTING INFORMATION: When requested bidders are required to provide technical brochures or pre-published literature sufficient to verify that your products and/or services meet or exceed these specifications. Failure to include supporting data specifically requested may be cause for rejection of your bid.

- a) Warranty - Include warranty information with your bid. Warranties may be a consideration of bid award. Only standard pre-published warranties will be considered.
- b) Technical Literature - Include pre-published drawing, brochures, or engineering data sufficient to insure that your product meets or exceeds minimums specified.

3.02 INSURANCE: The successful bidder shall meet the minimum insurance requirements of the Texas State Financial Responsibility Act for operation of vehicles(s) used in the delivery of items(s) purchased. If a specific insurance policy is to be furnished by successful bidder, it shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Longview by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

SECTION V - SCOPE OF WORK

5.00 GENERAL INFORMATION: The objective of this solicitation is Vehicle Parts and supplies for the Fleet Services Division. These parts are needed for replacement and preventive maintenance for city vehicles and equipment. This contract is expected to start on approximately September 9, 2016.

5.01 AWARD: The City reserves the right to make award of each section individually or the contract as a whole, or in any combination that serves the best interest of the City and to reject any and all bid items at the City's sole discretion. For the purpose of evaluation, items left blank will be deemed "no bid". A successful bidder for an individual section will be awarded all parts in their jobber or price list for those type items of that *Section*. Each bidder will use their bid formula as shown in the "BID RESPONSE" section above to figure the price of the example items listed in that same section above.

5.02 JOBBER OR PRICE LIST: All bids ***MUST*** include the jobber or price list. These will be used to verify and review the bids for each item and section. Jobber and/or price list may be provided in CD or printed form. It is agreed that any published price lists or jobbers may be superseded or replaced during the contract period only if such list(s) is published by the manufacturer for industry wide use. The bid formula on these lists will not be subject to revision. A written notice stipulating in detail the changes of a jobber or price list must be furnished to the City and approved by the Fleet Services Manager before revisions go into effect.

5.03 TOTAL COST: All cost associated with satisfying the requirements of this contract – including supplies, services and environmental/disposal fees – are to be included in the bid price.

5.04 CREDITS OR REPLACEMENT: The successful bidder of each section shall, periodically during the term of this contract, allow credit or replacement items purchased during the contract period which has become obsolete for the City's needs, provided that these items are in the original carton and in marketable condition.

5.05 DELIVERY: Successful bidder(s) shall, make delivery of sections that they have been awarded within 2 hours after receipt of an order. Extension to the above listed schedule may be granted by the City's Fleet Services Division, when it can be substantiated that delays are being caused by repair parts supply time, i.e. factory backorders and that vendors took prompt action to request parts. All prices to be quoted F.O.B., City of Longview Public Works Service Center, 933 Mobile Dr, Longview, TX 75604. Allowance for special freight charges will be acceptable only when expedited delivery is approved by the City of Longview Fleet Services. Cores are to be picked up and credited on an as needed basis.

5.06 OEM PARTS: OEM Parts – Bids are requested for original equipment manufactured parts. Non-OEM parts are not included in this bid and may be purchased by Fleet in a separate purchase. The City reserves the right to purchase parts listed from direct manufacture if said purchase is in the best interest of the City or parts are not readily available by the contractor of award.

5.07 "CURRENT MANUFACTURER": Bids are requested for widely used and generally available brand name products. Brand names are used as a standard only. Products are requested as "or equal" must be equal to or greater than in quality and function of the brands listed. Substitutions, if any must be so noted in the bid response section of the bid. Substitutions are not allowed unless so noted in the bid. The City of Longview reserves the right to accept or reject any products proposed as "equal". The City of Longview Fleet Services Staff will be the sole judge of products proposed as "or equal".

Note: For the purpose of evaluation, items left blank will be deemed "no bid". Items left blank could void the bidder for that section.

SECTION IV - BID RESPONSE

INSTRUCTIONS FOR BIDDING - All bids should be shown as a percentage plus or minus to a jobber or price list for each section. Each bidder **MUST** provide the jobbers or price lists with their bid.

Award will be made by Section. You are not required to bid on each Section but any Section you do decide to bid must be complete.

Each bidder will then use their bid formula to figure the price of the example items. A line item "no bid" will disqualify you. Blanks left with no numbers will be assumed to be (0) or to be provided at no cost to the City.

Section 1 – A/C Parts

Bid for A/C Parts is (Please enter % + or -) _____ to _____.

(Please enter the name of the jobber or price list that will be used.) _____.

This **jobber or price list** is updated: _____.

					Bid based on section formula for these example items			
Item Number	Part Number	Current Manufacturer	Description	Annual Estimated Qty	Manufacturer	Part Number	Unit Cost	Extended Cost
1.	134A	DUPONT	FREON, 30LB	15				
2.	6816	Johnsens	OIL, PAG	10				
3.	22754988	GM	ACTUATOR	10				
4.	15-22232	AC DELCO	COMPRESSOR	10				
5.	15-81781	AC DELCO	BLOWER MOTOR	10				
6.	15-11089	AC DELCO	ACCUMULATOR	10				
7.	15-63666	AC DELCO	CONDENSOR	10				
8.	15-34531	AC DELCO	A/C HOSE ASSEMBLY	10				
Total								

Section 2 – Heavy Brake Parts

Bid for Heavy Brake Parts is (Please enter % + or -) _____ to

(Please enter the name of the jobber or price list that will be used.)

This **jobber or price list** is updated: _____.

					Bid based on section formula for these example items			
Item Number	Part Number	Current Manufacturer	Description	Annual Estimated Qty	Manufacturer	Part Number	Unit Cost	Extended Cost
1.	PF4715QP20	BRAKE BEST	SHOES, FRONT	30				
2.	PF4718QP20	BRAKE BEST	SHOES, REAR	30				
3.	3398-3687X	KIC	DRUM, FRONT	20				
4.	54213-018	KIC	DRUM, REAR	20				
5.	PF4725E20	BRAKE BEST	SHOE, FRONT	30				
6.	PF4726E23	BRAKE BEST	SHOE, REAR	30				
7.	54248-018	KIC	DRUM, FRONT	20				
8.	54229-018	KIC	DRUM, REAR	20				
9.	802062	BENDIX	ROTOR BRAKE	10				
10.	I137415N	BENDIX	ROTOR, BRAKE	10				
11.	K003803	BENDIX	CALIPER	10				
12.	K003804	BENDIX	CALIPER	10				
Total								

Section 3 – Light Brake Parts

Bid for Light Brake Parts is (Please enter % + or -) _____ to

_____.
(Please enter the name of the jobber or price list that will be used.)

This **jobber or price list** is updated:_____.

					Bid based on section formula for these example items			
Item Number	Part Number	Current Manufacturer	Description	Annual Estimated Qty	Manufacturer	Part Number	Unit Cost	Extended Cost
1.	19241582	AC DELCO	PADS, FRONT 12-15 TAHOE	55				
2.	19241128	AC DELCO	PADS, REAR 12-15 TAHOE	55				
3.	25010621	BOSCH	ROTOR,FRONT 12-15 TAHOE	110				
4.	25010646	BOSCH	ROTOR, REAR 12-15 TAHOE	50				
5.	22841381	GM	HUB, FRONT	30				
6.	1335.20	PFC	PADS	10				
7.	OEX1611	WAGNER	PAD, FRONT	20				
8.	OEX1377	WAGNER	PAD, REAR	20				
9.	20011511	BOSCH	ROTOR, FRONT	40				
10.	20010394	BOSCH	ROTOR, REAR	40				
11.	OEX1376	Wagner	PAD, FRONT	20				
12.	781	PFC	SHOE, EMERGENCY	10				
Total								

Section 4 – Ignition Parts

Bid for Ignition Parts is (Please enter % + or -) _____ to

(Please enter the name of the jobber or price list that will be used.)

This **jobber or price list** is updated: _____.

					Bid based on section formula for these example items			
Item Number	Part Number	Current Manufacturer	Description	Annual Estimated Qty	Manufacturer	Part Number	Unit Cost	Extended Cost
1.	SPP39	Motorcraft	SPARK PLUG	40				
2.	7734	NGK	PLUG, SPARK	45				
3.	41-962	AC DELCO	PLUG, SPARK	8				
4.	SP-493	Motorcraft	PLUG, SPARK	24				
5.	41-979	AC DELCO	PLUG, SPARK	16				
6.	41-110	AC DELCO	PLUG, SPARK	16				
7.	SP509	Motorcraft	PLUG, SPARK	16				
8.	SPP113E	Motorcraft	PLUG, BOOT	10				
9.	25877026	GM	ALTERNATOR TAHOE	10				
10.	12658183	AC DELCO	COIL, IGNITION	10				
Total								

Section 5 – Vehicle Lighting Parts

Bid for Vehicle Lighting Parts is (Please enter % + or -) _____ to

_____.
(Please enter the name of the jobber or price list that will be used.)

This **jobber or price list** is updated: _____.

					Bid based on section formula for these example items			
Item Number	Part Number	Current Manufacturer	Description	Annual Estimated Qty	Manufacturer	Part Number	Unit Cost	Extended Cost
1.	3157	EIKO	BULB	50				
2.	194	EIKO	BULB	50				
3.	1157	EIKO	BULB	50				
4.	921	EIKO	BULB	50				
5.	1156	EIKO	BULB	50				
6.	912	EIKO	BULB	50				
7.	3057	EIKO	BULB	50				
8.	H4656	GE	HEADLIGHT, LOW BEAM	30				
9.	H4651	GE	HEADLIGHT, HIGH BEAM	40				
10.	H11	AC DELCO	HEADLIGHT	40				
11.	9006	WAGNER	HEADLIGHT	10				
12.	9007	WAGNER	HEADLIGHT	10				
Total								

Section 6 – Filters

Bid for Filters is (Please enter % + or -) _____ to _____.

(Please enter the name of the jobber or price list that will be used.)

This **jobber or price list** is updated: _____.

					Bid based on section formula for these example items			
Item Number	Part Number	Current Manufacturer	Description	Annual Estimated Qty	Manufacturer	Part Number	Unit Cost	Extended Cost
1.	24236933	AC DELCO	FILTER, TRANSMISSION	50				
2.	24316	Wix	FILTER, CABIN	20				
3.	24374	Wix	FILTER, AIR DRYER	10				
4.	24780	Wix	FILTER, CABIN	10				
5.	33032	Wix	FILTER, FUEL	20				
6.	33243	Wix	FILTER, FUEL	10				
7.	33416	Wix	FILTER, FUEL	40				
8.	33472	Wix	FILTER, FUEL SEPARATOR	15				
9.	33595	Wix	FILTER, FUEL	20				
10.	33604	Wix	FILTER, FUEL SEPARATOR	40				
11.	33936	Wix	FILTER, FUEL	40				
12.	33965	Wix	FILTER, FUEL	20				
13.	33994	Wix	FILTER, FUEL	30				
14.	42487	Wix	FILTER, AIR	65				
15.	42961	Wix	FILTER, AIR	15				
16.	46418	Wix	FILTER, AIR	15				
17.	46814	Wix	FILTER, AIR	20				
18.	46870	Wix	FILTER, AIR	25				
19.	46871	Wix	FILTER, AIR	15				
20.	46930	Wix	FILTER, AIR	22				
21.	49087	Wix	FILTER, OIL	30				
22.	49456	Wix	FILTER, AIR	25				
23.	49883	Wix	FILTER, AIR	25				

24.	51042	Wix	FILTER, OIL	20				
25.	51348	Wix	FILTER, OIL	20				
26.	51372	Wix	FILTER, OIL	40				
27.	51522	Wix	FILTER, OIL	15				
28.	51748XD	Wix	FILTER, OIL	80				
29.	57060	Wix	FILTER, OIL	65				
30.	57398	Wix	FILTER, OIL	30				
31.	57620	Wix	FILTER, OIL	25				
32.	57740XE	Wix	FILTER, TRANSMISSION	25				
33.	57744XD	Wix	FILTER, OIL	20				
34.	58847	Wix	FILTER, TRANSMISSION	15				
35.	58955	Wix	FILTER, AIR	30				
36.	24236933	AC DELCO	FILTER, TRANSMISSION	50				
37.	24316	Wix	FILTER, CABIN	20				
38.	24374	Wix	FILTER, AIR DRYER	10				
39.	24780	Wix	FILTER, CABIN	10				
40.	33032	Wix	FILTER, FUEL	20				
41.	33243	Wix	FILTER, FUEL	10				
42.	33416	Wix	FILTER, FUEL	40				
43.	33472	Wix	FILTER, FUEL SEPARATOR	15				
44.	33595	Wix	FILTER, FUEL	20				
45.	33604	Wix	FILTER, FUEL SEPARATOR	40				
46.	33936	Wix	FILTER, FUEL	40				
47.	33965	Wix	FILTER, FUEL	20				
48.	33994	Wix	FILTER, FUEL	30				
49.	42487	Wix	FILTER, AIR	65				
50.	42961	Wix	FILTER, AIR	15				
51.	46418	Wix	FILTER, AIR	15				
52.	46814	Wix	FILTER, AIR	20				
53.	46870	Wix	FILTER, AIR	25				
54.	46871	Wix	FILTER, AIR	15				

55.	46930	Wix	FILTER, AIR	22				
56.	49087	Wix	FILTER, OIL	30				
57.	49456	Wix	FILTER, AIR	25				
58.	49883	Wix	FILTER, AIR	25				
59.	51042	Wix	FILTER, OIL	20				
60.	51348	Wix	FILTER, OIL	20				
61.	51372	Wix	FILTER, OIL	40				
62.	51522	Wix	FILTER, OIL	15				
63.	51748XD	Wix	FILTER, OIL	80				
64.	57060	Wix	FILTER, OIL	65				
65.	57398	Wix	FILTER, OIL	30				
66.	57620	Wix	FILTER, OIL	25				
67.	57740XE	Wix	FILTER, TRANSMISSION	25				
68.	57744XD	Wix	FILTER, OIL	20				
69.	58847	Wix	FILTER, TRANSMISSION	15				
70.	58955	Wix	FILTER, AIR	30				
Total								

Section 7 – Cooling Parts

Bid for Cooling Parts is (Please enter % + or -) _____ to

(Please enter the name of the jobber or price list that will be used.)

This **jobber or price list** is updated: _____.

					Bid based on section formula for these example items			
Item Number	Part Number	Current Manufacturer	Description	Annual Estimated Qty	Manufacturer	Part Number	Unit Cost	Extended Cost
1.	AF3400	Prime	DEX-COOL 50/50	550				
2.	20052	Prime	ANTIFREEZE 50/50, GREEN	400				
3.	VC7B	Motorcraft	ANTIFREEZE, PREMIUM GOLD	100				
4.	FXAB53	Peak	ANTIFREEZE, 50/50, RED	200				
5.	68048953AA	MOPAR	ANTIFREEZE DODGE	100				
TOTAL								

Section 8 – Belts

Bid for Belts is (Please enter % + or -) _____ to

(Please enter the name of the jobber or price list that will be used.)

This **jobber or price list** is updated:_____.

					Bid based on section formula for these example items			
Item Number	Part Number	Current Manufacturer	Description	Annual Estimated Qty	Manufacturer	Part Number	Unit Cost	Extended Cost
1.	K060930	Gates	BELT	5				
2.	K040378	Gates	BELT	5				
3.	K060935	Gates	BELT	5				
4.	K080690	Gates	BELT	5				
5.	K080897	Gates	BELT	5				
6.	K080730	Gates	BELT	2				
7.	K060594	Gates	BELT	2				
Total								

Section 9 – Chemicals

Bid for Chemicals is (Please enter % + or -) _____ to

(Please enter the name of the jobber or price list that will be used.)

This **jobber or price list** is updated: _____.

					Bid based on section formula for these example items			
Item Number	Part Number	Current Manufacturer	Description	Annual Estimated Qty	Manufacturer	Part Number	Unit Cost	Extended Cost
1.	1420	Berryman's	CLEANER, BRAKE	800				
2.	5353	PARTS MASTER	DEX/MERC	200				
3.	5W20	Motorcraft	OIL, ENGINE 5W20	800				
4.	5W30	Motorcraft	OIL, ENGINE 5W30	800				
5.	01780	SUPER CLEAN	CLEANER, DEGREASER	350				
6.	SF-16	Sea Foam	SEA FOAM	700				
7.	70-953	PARTS MASTER	FLUID, P/STEER	200				
8.	XT6QSP	Motorcraft	MERCON SP	200				
9.	748	Peak	WASHER FLUID	300				
10.	4646	Johnson's	GLASS CLNR 19 OZ	150				
11.	10-9118	AC DELCO	FLUID, TRANS DEX-VI	600				
12.	OD40	Absorb & Dry	OIL DRY	160				
13.	XT10QLVC	Motorcraft	FLUID, TRANS MERCON LV	150				
Total								

Section 10 – Batteries

Bid for Batteries is (Please enter % + or -) _____ to

_____.
(Please enter the name of the jobber or price list that will be used.)

This **jobber or price list** is updated: _____.

					Bid based on section formula for these example items			
Item Number	Part Number	Current Manufacturer	Description	Annual Estimated Qty	Manufacturer	Part Number	Unit Cost	Extended Cost
1.	ACD31TS	AC DELCO	BATTERY, THREADED STUD	70				
2.	65	AC DELCO	BATTERY	60				
3.	78A	AC DELCO	BATTERY	20				
4.	ACD31TP	AC DELCO	BATTERY	20				
5.	48PG	AC DELCO	BATTERY , TOP POST	50				
6.	34PS	AC DELCO	BATTERY	40				
Total								

Section 11 – Wipers

Bid for Wipers is (Please enter % + or -) _____ to

_____.
(Please enter the name of the jobber or price list that will be used.)

This **jobber or price list** is updated: _____.

					Bid based on section formula for these example items			
Item Number	Part Number	Current Manufacturer	Description	Annual Estimated Qty	Manufacturer	Part Number	Unit Cost	Extended Cost
1.	31-20	Anco	Blade, Wiper	50				
2.	31-21	Anco	Blade	30				
3.	31-22	Anco	Blade	170				
4.	31-18	Anco	Blade	20				
5.	31-24	Anco	Blade	15				
6.	WW-2043	Motorcraft	Blade, Taurus	10				
7.	WW-2501	Motorcraft	Blade, Taurus	10				
8.	52-20	Anco	Blade, Fire truck	30				
9.	25877402	GM	Blade, Tahoe	40				
Total								

Section 12 – Heavy Duty Lighting

Bid for Heavy Duty Lighting is (Please enter % + or -) _____ to

(Please enter the name of the jobber or price list that will be used.)

This **jobber or price list** is updated: _____.

					Bid based on section formula for these example items			
Item Number	Part Number	Current Manufacturer	Description	Annual Estimated Qty	Manufacturer	Part Number	Unit Cost	Extended Cost
1.	STL75ABP	OPTRONICS	LED, AMBER MID SHIP TURN	20				
2.	STL70ABP	OPTRONICS	LED, AMBER 6" TURN	40				
3.	TL6050	TRUCK LITE	LED, RED TAIL LIGHT	40				
4.	TL80360	TRUCK LITE	CLEAR UTILITY LIGHT	20				
5.	MCL57RBP	OPTRONICS	RED MARKER	20				
6.	MCL57ABP	OPTRONICS	AMBER MARKER	20				
7.	TL4050	TRUCK LITE	4" RED TAIL LED ROUND	20				
8.	BUL11CBP	OPTRONICS	CLEAR 4" ROUND	20				
9.	ST75ABP	OPTRONICS	AMBER TAIL LIGHT	40				
10.	ST60RS	OPTRONICS	TAIL LAMP ASSEMBLY	20				
11.	TL40204	TRUCK LITE	CLEAR BACK UP	10				
12.	ST8RS	OPTRONICS	TAIL LAMP ASSEMBLY	10				
Total								

I have read and agree to the terms and conditions of this bid request.

NAME _____ TITLE _____

SIGNED _____

COMPANY _____

ADDRESS _____

PHONE _____ FAX _____

EMAIL _____

THE ASSIGNED HEREBY CERTIFIES THAT HE/SHE HAS READ, UNDERSTANDS AND AGREES TO FULLY COMPLY WITH REQUIREMENTS OF THIS BID INVITATION.

EXCEPTIONS, IF ANY _____

Addenda Acknowledgement:

Bidder acknowledges receipt of all addenda that have been issued.

List Addenda numbers: _____

Signature: _____

ATTACHMENT II

REFERENCES

List the clients for which you already provide services similar in scope to the services specified in this document.

Each bidder shall provide a minimum of three (3) verifiable references in which the bidder has sold and maintained this or similar product/service.

Name_____

Address_____

Phone_____ Contact_____

Services provided_____

Dates of Service:_____

Name_____

Address_____

Phone_____ Contact_____

Services provided_____

Dates of Service:_____

Name_____

Address_____

Phone_____ Contact_____

Services provided_____

Dates of Service:_____

BID AFFIDAVIT

ATTACHMENT V

NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:

On May 23, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The City of Longview is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914.

The City of Longview will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at

<http://www.ethics.state.tx.us/> or at 1-512-463-5800.

Please remit the CIQ form with your bid.

Thank you.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
(B) that the vendor has given one or more gifts described by Subsection (a); or
(C) of a family relationship with a local government officer.